EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

STERLING AND WILSON SOLAR SOLUTIONS INC.,)
Plaintiff,) Case No.
v.) (, Judge)
BANK OF AMERICA, N.A.,)
Defendant.	<i>)</i>)

DECLARATION OF GAURAV BHANDARI

Gaurav Bhandari declares, under penalty of perjury:

- 1. I am Gaurav Bhandari, Head of Projects, U.S.A. of Sterling and Wilson Solar Solutions Inc. ("Sterling"). I submit this declaration in support of Sterling's motion for a preliminary injunction and temporary restraining order, to prevent defendant Bank of America, N.A. ("BANA") from remitting any sums pursuant to Letter of Credit Ref. No. 68176052 (the "BANA letter of credit") issued by BANA with Montague Solar, LLC ("Montague") as beneficiary in the amount of \$24.34 million. There has been a fraudulent payment demand on this letter of credit, and that fraudulent conduct should be resolved before any payments are made (if any payments are due and owing).
- 2. Sterling first learned of the possible drawdown of the letter of credit by virtue of Montague's request to BANA dated June 23, 2023. *See* Exhibit A hereto.
- 3. Notably, the BANA letter of credit does not expire until September 30, 2023, and could be further extended by Sterling. *See* Exhibit A. As such, there is no prejudice to Montague in delaying the draw until a preliminary injunction hearing can commence. Conversely, Sterling will suffer irreparable reputational harm should the BANA letter of credit be drawn upon

immediately due to the Montague fraudulent demand that Montague improperly submitted on June 23, 2023.

- 4. The BANA letter of credit arises out of Sterling's provision of services under an Engineering, Procurement and Construction Agreement entered into by and between Sterling and Montague (the "EPC Agreement"). See Exhibit B hereto. Sterling agreed to obtain a letter of credit for the benefit of Montague, the owner operator of a solar facility in Oregon State for the purpose of guaranteeing Sterling's performance as contractor on the solar facility.
- 5. Section 3.21.3 of the EPC Agreement governs Sterling's obligation to provide a letter of credit for Montague and Montague's right to draw down the letter of credit in accordance with the Agreement. *See* Ex. B.
- 6. Section 3.21.3 provides that any payment would be made under the letter of credit only if one of two conditions was met: (A) the occurrence of a "Contractor Event of Default" or (B) the failure to renew the letter of credit within 30 days of its expiration date or the failure of the issuing bank to maintain its creditworthiness. *Id*.
- 7. Section 20.1 of the EPC Agreement outlines the conditions for a "Contractor Event of Default." These conditions are limited to specifically enumerated events, none of which are described in Montague's attempt to draw upon the letter of credit, and none of which I understand to be applicable here. *See* Ex. B.
- 8. Sterling has not caused a "Contractor Event of Default" such as would justify a drawdown on the BANA letter of credit. For example, Montague has confirmed to the public utility that oversees the Project, that the Project was substantially complete. Montague's signed statement came in the form of a Commercial Operation Certificate that it issued on April 19, 2023, confirming that the project achieved commercial operation and that all operational permits had

been secured. See Exhibit C hereto. The Commercial Operation Certificate was acknowledged and confirmed by a licensed professional engineer in an April 21, 2023 letter. See Exhibit D hereto.

- 9. Moreover, Montague endorsed a Certification of Commercial Operation ("CCO"). from NEI Electric Power Engineering, Inc ("NEI"), dated April 14, 2023, certifying that the project "is able to generate electric power reliably, in amounts and quality expected by the Agreement and in accordance with all other terms and conditions of the Agreement." *See* Exhibit E hereto.
- 10. On April 21, 2023, Portland General Electric Company ("PGE") corresponded with Montague's parent company, Avangrid Inc., confirming "that all conditions of Commercial Operation . . . have been satisfied or have occurred." *See* Exhibit F hereto.
- 11. Finally, while there do exist certain disputes relative to finances owed on the project (for example, Sterling has filed a lien of approximately \$43 million on the project because of non-payment of certain dollars by Montague), that remains in good faith dispute and therefore cannot serve as a triggering event of default under the EPC Agreement.
- 12. Thus, the conditions in the EPC Agreement for drawing on the BANA letter of credit have not been satisfied.
- 13. By its terms, the BANA letter of credit states that states that any payment demand must be accompanied by a certification stating that Sterling "failed to perform its obligations" under the EPC Agreement and, as a result, the beneficiary is entitled to the full amount claimed. *See* Exhibit A.
- 14. Montague's representation to that effect is part of an ongoing fraudulent scheme because Montague has represented to the public utility (and a certified engineer has confirmed

Montague's representation) that the facility has reached substantial completion. No other triggers

have occurred.

15. Sterling, through counsel, has advised BANA of the fraud and asked BANA to

agree not to honor the request for payment on the BANA letter of credit until the fraud is addressed

either criminally or civilly or both. As of this filing, BANA has not yet responded to the request.

16. Sterling, through counsel, also has corresponded regarding these issues with

BANA's correspondent bank on the letter of credit, Emirates NBD Bank (which refers to the letter

of credit by reference no. ENBDOG21002206). As of this filing, those banks have not yet

responded to Sterling.

17. Sterling has asked Montague to withdraw its demand for payment on the BANA

letter of credit, but they have refused, and/or been non-responsive as of the filing of this affidavit

and the corresponding pleadings.

WHEREFORE, I declare under penalty of perjury that the foregoing is true and correct.

Dated: Chicago, Illinois

July 3, 2023

Gaurav Bhandari

CHANG MEE VANG
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
January 26, 2027

-4-

EXHIBIT A



To: Bank of America, N.A., One Fleet Way Scranton, PA 18507-1999

Attn: Standby Letter of Credit Department

Fax number: 800-755-8743

Via Fax

Cover Letter re: Standby Letter of Credit No. 68176052 dated May 12, 2021, as amended May 17, 2021, March 15, 2022, July 22, 2022, August 26, 2022, November 9, 2022, and May 15, 2023

Dear Sir or Madam,

Please find enclosed the following documents relating to standby letter of credit number 68176052 (the "Letter of Credit"):

- 1. A sight draft on the Letter of Credit in the form of Annex 1
- 2. A draw certificate in the form of Annex 2
- 3. A copy of the Letter of Credit and amendments
- 4. An Incumbency Certificate authorizing Annette Sturgill to communicate regarding the draw
- 5. ACH and wire instructions for Montague Solar, LLC

Please promptly review the included documentation for completeness and contact Annette Sturgill at 503-956-3607 (email: <u>Annette.Sturgill@Avangrid.com</u>) or Annie Kallen at 503-819-9378 (email: <u>CollateralDesk@Avangrid.com</u>) if you have any questions. Any potential notice of rejection should be emailed to the above contacts.

Montague Solar, LLC.

By: Aeolus Wind Power VIII, LLC, its sole member By: Avangrid Renewables, LLC, its Manager

Date: June 23, 2023 By: Jorge Pedron

Title: Chief Operations Officer

Avangrid Renewables, LLC 2701 NW Vaughn Street, Suite 300, Portland, OR 97210 Telephone (503) 796-6900 www.avangrid.com



To: Bank of America, N.A., One Fleet Way Scranton, PA 18507-1999 Attn: Standby Letter of Credit Department

Draft under Standby Letter of Credit No. 68176052

Date: June 23, 2023

Pay to Montague Solar, LLC Twenty-Four Million, Three Hundred Forty Thousand and 00/100 United States Dollars (USD \$24,340,000.00)

For ACH delivery:

Bank Routing Number: 021000021 Account Number: 91063

Account Name: Montague Solar, LLC

For Wire Transfers:

Bank Routing Number: 021000021

SWIFT Code: CHASUS33

General Bank Reference Address: JPMorgan Chase, New York, NY 10017

Account Number: 91063

Account Name: Montague Solar, LLC

for value received and charge to account of Standby Letter of Credit No. 68176052.

Please call Jim Jenkins at 207-620-0117 or Shawn Richardson at 207-629-1226 to verify these wire instructions.

Montague Solar, LLC

By: Aeolus Wind Power VIII, LLC, its sole member By Avangrid Renewables, LLC, its Manager

By:

Date: June 23, 2023 Jorge Pedron

Title:

Chief Operations Officer

Avangrid Renewables, LLC 2701 NW Vaughn Street, Suite 300, Portland, OR 97210 Telephone (503) 796-6900 www.avangrid.com An equal opportunity employer



To: Bank of America, N.A., One Fleet Way Scranton, PA 18507-1999

Attn: Standby Letter of Credit Department

Drawing under Standby Letter of Credit No. 68176052

The undersigned, a duly authorized officer of Montague Solar, LLC, a limited liability company located in the State of Oregon ("Beneficiary"), hereby certifies on behalf of Beneficiary with reference to Irrevocable Standby Letter of Credit No. 68176052 (the "Letter of Credit") issued for the account of M/S. Sterling and Wilson Solar Solutions, Inc., that:

Pursuant to that certain Engineering, Procurement and Construction Agreement between Beneficiary and M/S. Sterling and Wilson Solar Solutions Inc. (as applicable, both "Account Party" and "Applicant") dated as of March 29, 2021 and as may be further amended, supplemented or otherwise modified ("Agreement"),

(I) The Applicant has failed to perform its obligations under the Agreement and as a result, the Beneficiary is entitled to payment of an amount equal to U.S. Dollars Twenty-Four Million, Three Hundred Forty Thousand (\$24,340,000) from this letter of credit

By presenting this certificate, and the accompanying sight draft, Beneficiary is requesting that payment in the amount of USD \$24,340,000.00, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft.

The amount specified on the sight draft accompanying this certificate does not exceed the amount which Beneficiary is entitled to draft under said Agreement as of the date hereof.

Avangrid Renewables, LLC 2701 NW Vaughn Street, Suite 300, Portland, OR 97210 Telephone (503) 796-6900 www.avangrid.com

An equal opportunity employer

In witness whereof, Beneficiary has caused this certificate to be duly executed and delivered by its duly authorized officer as of the date and year written below.

Montague Solar, LLC

By: Aeolus Wind Power VIII, LLC, its sole member By: Avangrid Renewables, LLC, its Manager

Date: June 22, 2023 By:

Jorge Pedron

Chief Operations Officer Title:

Avangrid Renewables, LLC 2701 NW Vaughn Street, Suite 300, Portland, OR 97210 Telephone (503) 796-6900 www.avangrid.com

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BANK OF AMERICA

BANK OF AMERICA - CONFIDENTIAL PAGE: 1
DATE: MAY 12, 2021
IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 BENEFICIARY MONTAGUE SOLAR, LLC 1125 NW COUCH ST., SUITE 600 PORTLAND, OR 97209 ATTN; ANNIE KALLEN

AT REQUEST OF EMIRATES NOD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

AMOUNT
NOT EXCEEDING USD 24,340,000.00
NOT EXCEEDING TWENTY FOUR MILLION THREE HUNDRED FORTY THOUSAND AND 00/100'S US DOLLARS

EXPIRATION
MARCH 31, 2022 AT OUR COUNTERS

DEAR SIR/MADAM;

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

WE HEREBY ESTABLISH AT THE REQUEST OF M/S. STERLING AND WILSON SOLAR SOLUTIONS, INC. (THE ''APPLICANT OR ACCOUNT PARTY''), OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 68176052 (THE ''LETTER OF CREDIT'') IN YOUR FAVOR FOR AN AMOUNT OF USD24,340,000.00 (U.S. DOLLARS TWENTY FOUR MILLION THREE HUNDRED FORTY THOUSAND ONLY) (THE ''AVAILABLE AMOUNT'').

ACCOUNT PARTY HAS ADVISED US THAT THIS LETTER OF CREDIT IS ISSUED IN CONNECTION WITH ACCOUNT PARTY'S OBLIGATION TO PROVIDE A PERFORMANCE STANDBY LETTER OF CREDIT AS DEFINED IN AND FURSUANT TO THE TERMS OF THAT CERTAIN ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT DATED AS OF MARCH 29, 2021, BETWEEN ACCOUNT PARTY AND BENEFICIARY (AS AMENDED AND AS MAY BE FURTHER AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED).

THIS LETTER OF CREDIT (1) SHALL BECOME EFFECTIVE IMMEDIATELY (11) SHALL EXPIRE ON MARCH 31, 2022 (THE ''EXPIRATION DATE''), AND (111) IS SUBJECT TO THE FOLLOWING:
FUNDS UNDER THIS LETTER OF CREDIT SHALL BE MADE AVAILABLE TO BENEFICIARY NO EARLIER THAN 10 (TEN) BUSINESS DAYS AFTER OUR RECEIPT OF ITS DRAFT DRAWN ON US IN THE FORM OF ANNEX 1 HERETO, ACCOMPANIED BY (A) A CERTIFICATE IN THE FORM OF ANNEX 2 HERETO, APPROPRIATELY



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PAGE: 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68176052

COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF BENEFICIARY, DATED THE DAY IMMEDIATELY PRIOR TO THE DATE OF PRESENTATION AND PRESENTED AT OUR OFFICE LOCATED AT ONE FLEET WAY, SCRANTON, PA 18507-1999 ATT: STANDBY LETTER OF CREDIT DEPARTMENT. A PRESENTATION UNDER THIS LETTER OF CREDIT MAY BE MADE ONLY ON A DAY, AND DURING WORKING HOURS, IN WHICH SUCH OFFICE IS OPEN FOR BUSINESS (A ''BUSINESS DAY''). IF WE RECEIVE YOUR PRESENTATION AT SUCH OFFICE ON ANY BUSINESS DAY, ALL, IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE WILL HONOR THE SAME BY MAKING PAYMENT IN ACCORDANCE WITH YOUR PAYMENT INSTRUCTIONS ON OR BEFORE THE 10TH (TENTH) SUCCEEDING BUSINESS DAY AFTER SUCH PRESENTATION,

PARTIAL AND MULTIPLE DRAWING OF FUNDS SHALL BE PERMITTED UNDER THIS LETTER OF CREDIT, AND THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ANY CONTINUING BALANCE, PROVIDED THAT THE AVAILABLE AMOUNT SHALL BE REDUCED BY THE AMOUNT OF EACH SUCH DRAWING.

THIS LETTER OF CREDIT SHALL TERMINATE UPON THE EARLIEST TO OCCUR OF (I) OUR RECEIPT OF A NOTICE IN THE FORM OF ANNEX 3 HERETO SIGNED BY AN AUTHORIZED OFFICER OF BENEFICIARY, ACCOMPANIED BY THIS LETTER OF CREDIT FOR CANCELLATION, OR (II) CLOSE OF BUSINESS AT OUR AFORESAID OFFICE ON THE EXPIRATION DATE, OR IF THE EXPIRATION DATE IS NOT A BUSINESS DAY, THEN ON THE NEXT BUSINESS DAY IRRESPECTIVE WHETHER THIS LETTER OF CREDIT IS RETURNED TO THE BANK OR OTHERWISE.

DRAWING PRESENTED BY FACSIMILE TO 800-755-8743 ARE ACCEPTABLE. HOWEVER, ALL DRAWING(S) SENT BY FACSIMILE MUST BE CONFIRMED TO BANK OF AMERICA, N.A. ATTENTION STANDBY LETTER OF CREDIT DEPARTMENT BY TELEPHONE AT 800-370-7519. ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT ALSO BE PRESENTED.

EXCEPT AS OTHERWISE STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE RULES OF THE ISP98 INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590 (''ISP98''), EXCEPT THAT SECTION 3.14(A) OF ISP98 IS HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED HEREFROM TO THE EXTENT NOT INCONSISTENT WITH ISP98 OR NOT COVERED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, EXCEPT FOR ANNEXES 1, 2, AND 3 HERETO AND THE NOTICES REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH 5.

COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN

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THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68176052

WRITING AND SHALL BE ADDRESSED TO US AT THE ADDRESS REFERRED TO IN PARAGRAPH 1 ABOVE AND SHALL SPECIFICALLY REFER TO THIS LETTER OF CREDIT NO. 68176052. ALL INQUIRIES REGARDING THIS TRANSACTION MAY BE DIRECTED TO OUR CLIENT SERVICE GROUP AT THE FOLLOWING TELEPHONE NUMBER OR EMAIL ADDRESS QUOTING OUR REFERENCE 68176052. TELEPHONE NUMBER 800-370-7519 EMAIL ADDRESS: SCRANTON_STANDBY_LC@BOFA.COM.A

YOURS FAITHFULLY, BANK OF AMERICA, N.A.

AUTHORIZE SIGNATURE

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THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68176052

ANNEX 1 TO STANDBY LETTER OF CREDIT NO. 68176052

DRAFT UNDER STANDBY LETTER OF CREDIT NO. 68176052

PAY TO M/S. MONTAGUE SOLAR, LLC (USD_____

(INSERT ANY WIRE INSTRUCTIONS)

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF STANDBY LETTER OF CREDIT NO. 68176052

BY;
TITLE:

TO: BANK OF AMERICA, N.A.,

ONE FLEET WAY

SCRANTON, PA 18507-1999

ATT: STANDBY LETTER OF CREDIT DEPARTMENT

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THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68176052

ANNEX 2 TO STANDBY LETTER OF CREDIT NO. 69176052 TO: BANK OF AMERICA, N.A. ONE FLEET WAY SCRANTON, PA 18507-1999 ATTN: STANDBY LETTER OF CREDIT DEPARTMENT DRAWING UNDER STANDBY LETTER OF CREDIT NO. 68176052

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF M/S. MONTAGUE SOLAR, LLC, A LIMITED LIABILITY COMPANY LOCATED IN THE STATE OF OREGON, (''BENEFICIARY''), HEREBY CERTIFIES ON BEHALF OF BENEFICIARY WITH REFERENCE TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. 68176052 (THE ''LETTER OF CREDIT'') ISSUED FOR THE ACCOUNT OF M/S. STERLING AND WILSON SOLAR SOLUTIONS, INC., THAT: PURSUANT TO THAT CERTAIN ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT BETWEEN BENEFICIARY AND M/S. STERLING AND WILSON SOLAR SOLUTIONS INC. (AS APPLICABLE, BOTH ('ACCOUNT PARTY') AND ''APPLICANT'') DATED AS OF ____ (''AGREEMENT''), (I) THE APPLICANT HAS FAILED TO PERFORM ITS OBLIGATIONS UNDER THE AGREEMENT AND AS A RESULT, THE BENEFICIARY IS ENTITLED TO PAYMENT OF AN AMOUNT EQUAL TO US DOLLARS TWENTY FOUR MILLION THREE HUNDRED FORTY THOUSAND ONLY (USD24,340,000.00) FROM THIS LETTER OF CREDIT, (II) THE LETTER OF CREDIT WILL EXPIRE IN FEWER THAN THIRTY (30) DAYS FROM THE DATE HEREOF, AND (II) ACCOUNT PARTY HAS FAILED TO DELIVER TO BENEFICIARY A REPLACEMENT LETTER OF CREDIT SATISFYING THE REQUIREMENTS OF THE AGREEMENT. AS SUCH, AS OF THE DATE HEREOF BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT AS SPECIFIED IN THE ACCOMPANYING SIGHT DRAFT.

BY PRESENTING THIS CERTIFICATE, AND THE ACCOMPANYING SIGHT DRAFT, BENEFICIARY IS REQUESTING THAT PAYMENT IN THE AMOUNT OF USDXXX, AS SPECIFIED ON SAID DRAFT, BE MADE UNDER THE LETTER OF CREDIT BY WIRE TRANSFER OR DEPOSIT OF FUNDS INTO THE ACCOUNT SPECIFIED ON SAID THE AMOUNT SPECIFIED ON THE SIGHT DRAFT ACCOMPANYING THIS CERTIFICATE DOES NOT EXCEED THE AMOUNT WHICH BENEFICIARY IS ENTITLED TO DRAFT UNDER SAID AGREEMENT AS OF THE DATE HEREOF. IN WITNESS WHEREOF, BENEFICIARY HAS CAUSED THIS CERTIFICATE TO BE DULY EXECUTED AND DELIVERED BY ITS DULY AUTHORIZED OFFICER AS OF THE DATE AND YEAR WRITTEN BELOW. DATE: BY:

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THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 60176052

ANNEX 3 TO STANDBY LETTER OF CREDIT NO. 68176052 TO: BANK OF AMERICA, N.A. ONE FLEET WAY SCRANTON, PA 18507-1999

ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

NOTICE OF SURRENDER OF STANDBY LETTER OF CREDIT NO. 68176052 DATE:

RE: STANDBY LETTER OF CREDIT NO. 68176052 ISSUED FOR THE ACCOUNT OF STERLING AND WILSON SOLAR SOLUTIONS, INC.

LADIES AND GENTLEMEN:

WE REFER TO YOUR ABOVE-MENTIONED IRREVOCABLE STANDBY LETTER OF CREDIT (THE 'LETTER OF CREDIT'!). THE UNDERSIGNED HEREBY SURRENDERS THE LETTER OF CREDIT TO YOU FOR CANCELLATION AS OF THE DATE HEREOF, NO PAYMENT IS DEMANDED OF YOU UNDER THIS LETTER OF CREDIT IN CONNECTION WITH THIS SURRENDER.

VERY TRULY YOURS, MONTAGUE SOLAR, LLC

BY:	
TITLE:	

— Jun. 23. 2023—11:39 AM — — Avangrid — -No.0115----P. 11-

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BANK OF AMERICA - CONFIDENTIAL PAGE 1 DATE, MAY 17, 2021 AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

AMENDMENT NUMBER 1

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS MONTAGUE SOLAR, LLC INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808

BENEFICIARY 1125 NW COUCH ST., SUITE 600 PORTLAND, OR 97209 ATTN: ANNIE KALLEN

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS.

WE AMEND OUR MT760 AS FOLLOWS

- 1. PARAGRAPH 05, NOW READS "FUNDS UNDER THIS LETTER OF CREDIT SHALL BE MADE AVAILABLE TO BENEFICIARY NO LATER THAN 10 (TEN) BUSINESS DAYS AFTER OUR RECEIPT OF ITS DRAFT DRAWN ON US IN THE FORM OF ANNEX 1 HERETO, ... AFTER SUCH PRESENTATION,"
- 2. ANNEX 2, PARAGRAPH 2 CONSTRUCTIONS AGREEMENT DATE TO READ AS FOLLOWS INSTEAD OF EXISTING, ''PURSUANT TO THAT CERTAIN ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT BETWEEN BENEFICIARY AND M/S. STERLING AND WILSON SOLAR SOLUTIONS INC (AS APPLICABLE, BOTH "ACCOUNT PARTY" AND "APPLICANT") DATED AS OF MARCH 29,2021 ("AGREEMENT").''

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED,

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

ment Leonarda

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

BANK OF AMERICA - CONFIDENTIAL

DATE: MARCH 15, 2022

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

AMENDMENT NUMBER 2

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 BENEFICIARY
MONTAGUE SOLAR, LLC
1125 NW COUCH ST., SUITE 600
PORTLAND, OR 97209
ATTN: ANNIE KALLEN

PAGE: 1

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE EXPIRATION DATE IS AMENDED TO: AUGUST 31, 2022.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519.

AUTHORIZED SIGNATURE

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THIS DOCUMENT CONSISTS OF 1 PAGE(S).

BANK OF AMERICA - CONFIDENTIAL PAGE: 1 DATE: JULY 22, 2022 AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

AMENDMENT NUMBER 3

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808

BENEFICIARY MONTAGUE SOLAR, LLC 1125 NW COUCH ST., SUITE 600 PORTLAND, OR 97209 ATTN: ANNIE KALLEN

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS;

THE EXPIRATION DATE IS AMENDED TO: NOVEMBER 30, 2022.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519 .

AUTHORIZÈD SIGNATURE

This is a stored electronic document that is neither negotiable nor a document of title and should not be altered in

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BANK OF AMERICA

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DATE: AUGUST 26, 2022

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER; 68176052

AMENDMENT NUMBER 4

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 BENEFICIARY
MONTAGUE SOLAR, LLC
1125 NW COUCH ST., SUITE 600
PORTLAND, OR 97209
ATTN: ANNIE KALLEN

PAGE: 1

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE BENEFICIARY ADDRESS HAS BEEN CHANGED FROM MONTAGUE SOLAR, LLC
1125 NW COUCH ST., SUITE 600
PORTLAND, OR 97209
ATTN: ANNIE KALLEN
TO:
MONTAGUE SOLAR, LLC
C/O AVANGRID RENEWABLES, LLC
2701 NW VAUGHN STREET, SUITE 300
PORTLAND, OR 97210

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT WILL BECOME EFFECTIVE UPON OUR RECEIPT OF THE BENEFICIARY'S WRITTEN ADVICE OF CONSENT PURPORTEDLY SIGNED BY AN AUTHORIZED SIGNOR OF THE BENEFICIARY, SENT TO US ATTENTION OF ANN MCINTYRE. IF THE BENEFICIARY CHOOSES, THEY MAY SIGN AND RETURN THE ATTACHED COPY INDICATING THEIR CONSENT OR REJECTION.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

Jun. 23. 2023 11:40AM Avangrid
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BANK OF AMERICA

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PAGE: 2

AMENDMENT ACCEPTEDAMENDMENT REFUSED
DATE 8/31/22
SIGNATURE COUNTY DU
PRINTED NAME Annette Stargill
TITLE Authorized Representative
PHONE NUMBER (503) 24/- 32/4

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

BANK OF AMERICA - CONFIDENTIAL DATE: NOVEMBER 9, 2022

PAGE: 1

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

AMENDMENT NUMBER 5

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808

BENEFICIARY MONTAGUE SOLAR, LLC C/O AVANGRID RENEWABLES, LLC 2701 NW VAUGHN STREET, SUITE 300 PORTLAND, OR 97210

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE EXPIRATION DATE IS AMENDED TO: MAY 31, 2023.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 1 PAGE(S).

Jun. 23. 2023 11:40AM Avangrid No. 0115 P. 17 Case 3:23-cv-01110-MEM Document 4-2 Filed 07/05/23 Page 23 of 144

BANK OF AMERICA

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: MAY 15, 2023

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68176052

AMENDMENT NUMBER 6

APPLICANT STERLING AND WILSON SOLAR SOLUTIONS INC., 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808 BENEFICIARY
MONTAGUE SOLAR, LLC
C/O AVANGRID RENEWABLES, LLC
2701 NW VAUGHN STREET, SUITE 300
PORTLAND, OR 97210

AT REQUEST OF EMIRATES NBD BANK BANIYAS STREET DEIRA DUBAI, U.A.E.

THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

THE EXPIRATION DATE IS AMENDED TO: SEPTEMBER 30, 2023.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS AMENDMENT, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 1 PAGE(S).



AVANGRID RENEWABLES, LLC

INCUMBENCY CERTIFICATE

November 19, 2021

I, W. Benjamin Lackey, the duly elected and qualified General Counsel and Secretary of Avangrid Renewables, LLC (the "Company"), an Oregon limited liability company, with a principal business address at 1125 NW Couch St., Suite 600, Portland, OR 97209, hereby certify that under resolutions and grants of authority previously adopted by the Board of Managers of the Company, which remain in full force and effect as of the date hereof, Annette Sturgill is duly authorized to request, on behalf of the Company and on behalf of its subsidiaries, including Montague Solar, LLC and Lund Hill Solar, LLC, payment under any kind of bond, colleteral, security, commitment, guarantee or standby letter of credit.

IN WITNESS WHEREOF, the undersigned has executed this incumbency Certificate as of the date first written above

By:

W. Benjamin Lackey (General Counsel and Secretary Avangrid Renewables, LLC

State of Oregon

County of Multnomah

The foregoing instrument was acknowledged before me this 19th day of November, 2021 at Portland, Oregon by W. Benjamin lackey to be his free act and deed

OFFICIAL STAMP KATHLEEN O'CONNELL ROGENS NOTARY PUBLIC - OREGON COMMISSION NO. 983218 MY COMMISSION EXPIRES JANUARY 28, 2023 Notary Public Signaty/e

Name: Kathleen Olonnell Eggens

Notary Public, State of Country of Multromah

My Commission Expires: anvary 28 2023 Jun. 23. 2023 11:41AM Avangrid No. 0115 P. 19 Case 3:23-cv-01110-MEM Document 4-2 Filed 07/05/23 Page 25 of 144



EXHIBIT A

<u>Name</u>

Office

Annette Sturgill

Managing Director, Credit Risk Management Signature

Avangrid Renewables, LLC 1125 NW Couch, Suite 700, Portland, OR 97209 Main Line: 503.796.7000 www.svangrid.com An equal opportunity employer Jun. 23. 2023 11:42AM Avangrid No. 0115 P. 20 Case 3:23-cv-01110-MEM Document 4-2 Filed 07/05/23 Page 26 of 144

J.P.Morgan

May 11, 2023

MONTAGUE SOLAR, LLC 2701 NW VAUGHN STREET SUITE 300 PORTLAND, OR, USA, 97210

IMPORTANT | Transaction Routing Instructions (ACH and Wire)

Thank you for your request for account and bank routing number information for MONTAGUE SOLAR, LLC. Please provide the below routing instructions to remitters who send ACH or Wire transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

For ACH Delivery:

Primary Bank Routing Number:

021000021

Account Number:

91063

Account Name:

MONTAGUE SOLAR, LLC

For Wire Transfers:

Bank Routing Number:

021000021

SWIFT Code:

CHASUS33 JPMorganChase New York, NY 10017

General Bank Reference Address: Account Number:

91063

Account Name:

MONTAGUE SOLAR, LLC

Thank you for your business and the opportunity to serve you,

JPMorgan Chase Bank, N.A.

Please note, we do not verify funds availability, provide account statuses or other account Information to third parties.

IMPORTANT INFORMATION: J.P. Morgan and Chase are marketing names for certain businesses of JPMorgan Chase & Co. ("JPMC") and its subsidiaries worldwide. Products and services may be provided by banking affiliates, securities affiliates or other JPMC affiliates or entities. Any examples used are generic, hypothetical and for illustration purposes only. Prior to making any financial or investment decisions, a client or prospect ("Client" or "you" as the context may require) should seek individualized advice from financial, legal, tax and other professional advisors that take into account all of the particular facts and circumstances of the Client's own situation. In no event shall JPMC or any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon or for any inaccuractes or errors in, or omissions from information in this content. We are not acting as any Client's agent, ilductary or advisor, including, without limitation, as a Municipal Advisor under the Securities and Exchange Act of 1934. JPMC assumes no responsibility or liability whatsoever to any Client with respect to auch matters, and nothing herein shall amend or override the terms and conditions in the agreement(s) between JPMC and any Client or other person.

©2022 JPMorgan Chase & Co. All rights reserved, JPMorgan Chase Bank, N.A. Member FDIC. All services are subject to applicable laws and regulations and service terms.

ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship,

EXHIBIT B

EXHIBIT C

DocuSign Envelope ID: 457C7657-F441-41EC-96DA-C298A94DACF6



April 19, 2023

Portland General Electric Company Attn: Contract Administrator; 3WTCBR06 121 SW Salmon Street Portland, Oregon 97204 pgecontracts@pgn.com

RE: Certificate of Commercial Operation of Montague Solar

To whom it concerns:

References are made to that certain Amended and Restated Solar Power Purchase Agreement between Portland General Electric Company ("PGE") and Montague Solar, LLC ("Seller") dated July 28, 2022, as amended on October 1, 2022 ("Agreement"). Unless otherwise stated herein, all capitalized terms have the same meanings as provided in the Agreement.

Seller provides this Notice to PGE that the Facility achieved Commercial Operation on April 19, 2023. Under Section 1.1.20(ii) of the Agreement, Seller is to notify PGE when Commercial Operation has been achieved. Seller hereby certifies that:

- 1. Seller has obtained or entered into all Facility Documents;
- 2. Seller has procured all material Permits and all other rights and agreements required to operate the Facility as contemplated by the Agreement in accordance with Applicable Laws and Governmental Approvals;
- 3. The Facility has successfully achieved interconnected operations and the Seller has paid all amounts due under the Interconnection Agreement, including, but not limited to amounts required for network updates;
- 4. Seller has acquired long-term firm point-to-point transmission to deliver Facility Output from the Facility to the Delivery Point during the Delivery Period; and
- 5. Start-up Testing of the Facility has been completed.

AVANGRID RENEWABLES, LLC 2401 NW Vaughn St., Suite 300 Portland, OR 97210 www.avangrid.com DocuSign Envelope ID: 457C7657-F441-41EC-96DA-C298A94DACF6

Under Section 1.1.20(i) of the Agreement, Seller is to provide certification by a Licensed Professional Engineer that Commercial Operation has been achieved. Please see the attached "Certificate of Commercial Operation" provided by an Oregon Licensed Professional Engineer.

Under Section 1.1.20(iii) of the Agreement, PGE shall have received all Performance Assurance required by the Agreement. Seller elects to apply the Pre-COD Security toward the Delivery Period Security by automatic continuation, in accordance with Article 9 of the Agreement.

If Seller does not receive confirmation from PGE within five (5) days of receipt of this Notice, the original date of receipt of Seller's notice shall be the Commercial Operation Date.

Sincerely,

SELLER

Montague Solar, LLC

a Delaware limited liability company

- DocuSigned by:

Legal

By: <u>frumberto percira dos Santos</u>

Name: Humberto Pereira dos Santos

Title: Authorized Officer

Attachments:

Montague Solar – Certification of Commercial Operation

EXHIBIT D



Portland General Electric

121 SW Salmon Street • Portland, OR 97204 portlandgeneral.com

April 21, 2023

Avangrid Renewables Attn: Contract Administration 2701 NW Vaughn St., Suite 300 Portland, OR 97210

Re: Notice of Certificate of Commercial Operation for Montague Solar

Dear Contract Administrator,

This is to notify you in response to your letter dated April 19, 2023 regarding the Certificate of Commercial Operation for Montague Solar.

Portland General Electric Company hereby confirms that all of the conditions of Commercial Operation under the Amended and Restated Power Purchase Agreement with Montague Solar, LLC have been satisfied or have occurred. We acknowledge the Commercial Operation Date of April 19, 2023.

Sincerely,

By: Brett Greene (Apr 21, 2023 15:44 PDT)

Name: Brett Greene

Title: Senior Director Clean Energy Origination & Structuring

Notice of COD - Montague Solar, LLC

Final Audit Report 2023-04-2

Created: 2023-04-21

By: Denise Ray (denise.ray@pgn.com)

Status: Signed

Transaction ID: CBJCHBCAABAAvAQNfZs3mQjY3-45yKRcqY58PONoryhZ

"Notice of COD - Montague Solar, LLC" History

Document created by Denise Ray (denise.ray@pgn.com) 2023-04-21 - 10:23:03 PM GMT

Document emailed to Brett Greene (brett.greene@pgn.com) for signature 2023-04-21 - 10:23:34 PM GMT

Email viewed by Brett Greene (brett.greene@pgn.com)

Brett Greene (brett.greene@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO

2023-04-21 - 10:44:07 PM GMT

Document e-signed by Brett Greene (brett.greene@pgn.com)

Signature Date: 2023-04-21 - 10:44:07 PM GMT - Time Source: server

Agreement completed.

2023-04-21 - 10:44:07 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



EXHIBIT E



neiengineering.com + 303-431-7895 12600 W Colfax Avenue, Suite C500, Lakewood, CO 80215

EXPIRATION DATE

April 14, 2023

RE: Montague Solar – Certification of Commercial Operation

To whom it may concern:

References are made to that certain Amended and Restated Solar Power Purchase Agreement between Portland General Electric Company ("PGE") and Montague Solar, LLC ("Seller") dated July 28, 2022, as amended on October 1, 2022 ("Agreement"). Unless otherwise stated herein, all capitalized terms have the same meanings as provided in the Agreement.

Under Section 1.1.20 of the Agreement, Seller is to notify PGE when Commercial Operation has been achieved by providing a certificate addressed to PGE from a Licensed Professional Engineer. Seller contracted NEI Electric Power Engineering, Inc. ("NEI") to provide an independent engineering review with the purpose of meeting the requirements for confirmation of Commercial Operation.

Based on NEI's review of the aforementioned information, NEI certifies that the following has been achieved:

- (A) the Nameplate Capacity of the Facility, 162 MWac, is able to generate electric power reliably in amounts and quality expected by the Agreement and in accordance with all other terms and conditions of the Agreement; and
- (B) in accordance with the Interconnection Agreement all required Interconnection Facilities have been constructed, all required interconnection tests have been completed, and the Facility is physically interconnected with the Transmission System in conformance with the Interconnection Agreement and is able to deliver Energy at no less than the Nameplate Capacity.

Regards,

LICENSED PROFESSIONAL ENGINEER
NEI Electric Power Engineering, Inc.

A Colorado Corporation

Name: Thomas R. Schafer, P.E.

By: Mons R Solyper 4/14/23

Title: Principal Engineer

An Oregon Licensed Professional Engineer

EXHIBIT F



Portland General Electric

121 SW Salmon Street • Portland, OR 97204 portlandgeneral.com

April 21, 2023

Avangrid Renewables Attn: Contract Administration 2701 NW Vaughn St., Suite 300 Portland, OR 97210

Re: Notice of Certificate of Commercial Operation for Montague Solar

Dear Contract Administrator,

This is to notify you in response to your letter dated April 19, 2023 regarding the Certificate of Commercial Operation for Montague Solar.

Portland General Electric Company hereby confirms that all of the conditions of Commercial Operation under the Amended and Restated Power Purchase Agreement with Montague Solar, LLC have been satisfied or have occurred. We acknowledge the Commercial Operation Date of April 19, 2023.

Sincerely,

By: Brett Greene (Apr 21, 2023 15:44 PDT)

Name: Brett Greene

Title: Senior Director Clean Energy Origination & Structuring

Notice of COD - Montague Solar, LLC

Final Audit Report 2023-04-2

Created: 2023-04-21

By: Denise Ray (denise.ray@pgn.com)

Status: Signed

Transaction ID: CBJCHBCAABAAvAQNfZs3mQjY3-45yKRcqY58PONoryhZ

"Notice of COD - Montague Solar, LLC" History

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Brett Greene (brett.greene@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO

2023-04-21 - 10:44:07 PM GMT

Document e-signed by Brett Greene (brett.greene@pgn.com)

Signature Date: 2023-04-21 - 10:44:07 PM GMT - Time Source: server

Agreement completed.

2023-04-21 - 10:44:07 PM GMT

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